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AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF TARRANT

§

WHEREAS, **Communities Foundation of Texas**, whose address is 5500 Caruth Haven Ln., Dallas, TX 75225-8146 (hereinafter "Lessor", whether one or more), executed that certain Oil, Gas and Mineral Lease dated May 9, 2007, unto Chesapeake Exploration Limited Partnership, succeeded to in interest by **Chesapeake Exploration, L.L.C., an Oklahoma limited liability company**, whose address is P. O. Box 18496, Oklahoma City, Oklahoma 73154-0496 (hereinafter "Lessee"), recorded in Document D207221951 of the Official Public Records of Tarrant County, Texas (hereinafter the "Lease"), covering lands more specifically described therein; and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term, as hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:


"The primary term shall extend to May 9, 2013, and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof."


For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein. It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of May 9, 2010, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:

LESSEE:


Communities Foundation of Texas
By: J. Steven Orr
Title: Vice President - Investments


Chesapeake Exploration, L.L.C.
By: Freddy Huse
Title: Agent

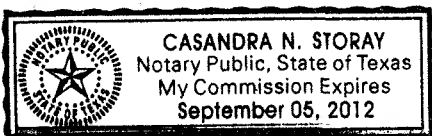
ACKNOWLEDGEMENT

STATE OF TEXAS

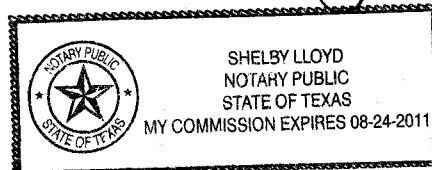
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COUNTY OF TARRANT

This instrument was acknowledged before me on this the 6 day of May, 2010, by J. Steven Orr, Vice President - Investments of Communities Foundation of Texas.



Casandra N. Storay
Notary Public, State of Texas

THE STATE OF Texas§
§
§COUNTY OF Johnson

This instrument was acknowledged before me this 6 of May, 2010, by Freddy Huser, title Agent, on behalf of Chesapeake Exploration, L.L.C., an Oklahoma limited liability company,

Shelby Lloyd
Notary Public in and for the State of:
Commission expires

Please Return To:
RedSky Land, LLC
835 SW Alsbury, Suite H
Burleson, TX 76028

SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

RED SKYLAND LLC
835 SW ALSBURY STE H
BURLESON, TX 76028

Submitter: RED SKY LAND, LLC

DO NOT DESTROY
WARNING - THIS IS PART OF THE OFFICIAL RECORD.

Filed For Registration: 6/9/2010 9:58 AM

Instrument #: D210137495

OPR

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PGS

\$20.00

By: _____

Suzanne Henderson

D210137495

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: AKCHRISTIAN